



Robert F. Hochwarth
Senior Counsel

1-184A005

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July 2, 1991

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INTERSTATE COMMERCE COMMISSION

Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Room 2215
12th Street and Constitution Avenue, N.W.
Washington, DC 20423

Attention: Recordation Unit
Ms. Mildred Lee

Dear Mr. Strickland:

On behalf of CSX Transportation, Inc., enclosed for filing and recording under 49 U.S.C. § 11303(a) and the regulations promulgated thereunder are five counterparts of an Interim User Agreement dated June 11, 1991, not previously recorded, among General Electric Company, The Baltimore and Ohio Chicago Terminal Railroad Company and CSX Transportation, Inc. Equipment covered by the above agreement consist of 56 Dash 8-40CW locomotives, bearing road numbers CSXT 7703 - CSXT 7758, inclusive.

The names and addresses of the parties are as follows:

Bailor: General Electric Company
2901 East Lake Road
Erie, Pennsylvania 16531

Bailee: The Baltimore and Ohio Chicago Terminal
Railroad Company
100 North Charles Street
Baltimore, Maryland 21201

Sub-Bailee: CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21201

The equipment will be marked "CSX Transportation, Inc." or CSXT, or in some other appropriate manner and will also be marked "OWNERSHIP SUBJECT TO A SECURITY AGREEMENT FILED WITH THE INTERSTATE COMMERCE COMMISSION."

Enclosed is a check in the amount of \$15.00 in payment of the filing fee.

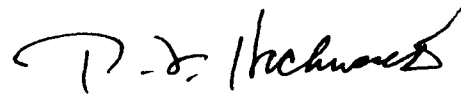
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Sidney L. Strickland, Jr., Secretary

July 2, 1991

Once the filing has been made, please return to the undersigned stamped copies of the Agreement not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing and an extra copy of this letter of transmittal.

Very truly yours,

A handwritten signature in dark ink, appearing to read "S. L. Strickland, Jr.", with a stylized flourish at the end.

RFH/kpl

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

7/3/91

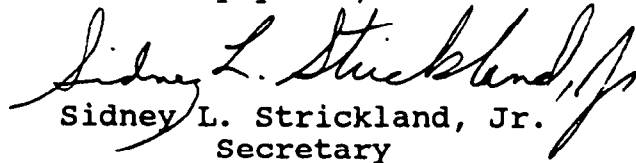
OFFICE OF THE SECRETARY

Robert F. Hochwarth
Senior Counsel
CSX Transportation Inc
100 North Charles Street
Baltimore, Maryland 21201

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/3/91 at 9:45pm, and assigned recordation number(s). 17410, 11119-C & 12115-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17410
JUL 3 1991 -9 45 PM
INTERSTATE COMMERCE COMMISSION

INTERIM USER AGREEMENT

THIS AGREEMENT, dated as of June 11, 1991, among GENERAL ELECTRIC COMPANY, a New York corporation ("GE"), THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY, an Illinois corporation ("BOCT") and CSX TRANSPORTATION, INC. ("CSXT").

WITNESSETH:

WHEREAS, GE and CSXT are parties to an agreement dated April 19, 1990 (GE's quotation) and October 9, 1990 as amended by GE's letters to CSXT dated June 11, 1991 (CSXT's order, as amended) (collectively, the "Purchase Agreement") calling for GE to manufacture and deliver to CSXT, and CSXT to accept and pay for, 159 Dash 8-40CW locomotives including 56 locomotives to be delivered in 1991, to bear road numbers 7703-7758, inclusive (the "Locomotives"); and

WHEREAS, CSXT assigned its rights under the Purchase Agreement to BOCT; and

WHEREAS, BOCT intends to finance the purchase of the Locomotives from GE pursuant to one or more permanent forms of financing (the "Financing"), but deliveries of the Locomotives are scheduled to begin prior to the time BOCT will have completed said Financing; and

WHEREAS, BOCT desires that it and CSXT be permitted to use the Locomotives pending establishment of such Financing, solely as bailees thereof, and GE is willing to grant such temporary custody and possession to BOCT and CSXT upon the terms and conditions hereinafter provided; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. To the extent inconsistent herewith, the terms of the Purchase Agreement shall be superseded by the terms of this Agreement.

2. GE hereby agrees to deliver to BOCT and CSXT, and BOCT and CSXT hereby agree to accept from GE, the Locomotives as of the date each of them is delivered to BOCT and CSXT at GE's plant, Erie, Pennsylvania, for the period ending on the earlier of May 15, 1992, or the date BOCT establishes the Financing, whichever is earlier. BOCT represents to GE that the Financing will be established not later than May 15, 1992. At the end of such period, this Agreement shall automatically terminate without further action by or notice to either party

hereto, except for those provisions which, in order to be given effect, should survive termination.

3. Upon delivery of each Locomotive, BOCT's and CSXT's representative shall execute a Certificate of Acceptance, in the form of Exhibit A hereto, acknowledging the receipt of delivery of each such Locomotive under this Agreement. During the term hereof, title to the Locomotives shall remain in GE with BOCT's and CSXT's rights and interests therein being solely that of possession, custody and use as bailees hereunder. Transfer of title shall be effected only at the time of GE's delivery of bills of sale.

4. BOCT and CSXT shall do such acts as may be required by law or reasonably requested by GE, for the protection of GE's title to and interest in the Locomotives, including, but not limited to, filing this Agreement with the Interstate Commerce Commission.

5. BOCT will make full payment to GE for the Locomotives by means of the Financing contemporaneously with receipt from GE of bills of sale and other normal documentation under the Financing. Pending such payment under the Financing, BOCT will make rent payments by wire transfer of immediately available funds to GE ten days after receipt of the invoice for the prior month's deliveries, each payment in an amount equal to \$350 per day per unit for each Locomotive delivered during such months with the final rent payment on the day GE is paid the purchase price for the Locomotives by means of the Financing or otherwise. Such rent payments shall give BOCT no right of ownership in the Locomotives and shall in no way be considered a payment or partial payment therefor.

6. BOCT and CSXT shall permit no liens or encumbrances of any kind to attach to the Locomotives, and agree to:

(a) Indemnify and save GE harmless from any and all claims, expenses or liabilities of whatsoever kind, including but not limited to attorneys' fees and costs, which may arise during the time any of the Locomotives are in the possession of BOCT and CSXT; and

(b) Pay any and all taxes, fines, charges and penalties that may accrue or be assessed or imposed upon the Locomotives or GE, because of GE's ownership or because of the use, operation,

management, maintenance, repair or handling of the Locomotives during the term of this Agreement. The obligations of BOCT and CSXT described in this Section 5 shall survive termination of this Agreement.

7. BOCT and CSXT shall, at their own expense, keep and maintain the Locomotives in good order and running condition applying GE's recommended normal maintenance standards and procedures, and shall, at their option, repair or promptly pay to GE the purchase price (as set forth in the Purchase Agreement) for any of the Locomotives which may be damaged or destroyed by any cause during the term of this Agreement.

8. By execution of this Agreement, none of the parties waive any provisions of the Purchase Agreement relating to Warranty, exclusion of certain warranties, remedies (and limitations of remedies) and limitation of liability and indemnities.

9. Prior to delivery under this Agreement, each such Locomotive shall be numbered with a road number, and there shall be plainly, distinctly, permanently and conspicuously marked upon each side of each such Locomotive, the following legend in letters not less than one inch in height:

OWNERSHIP SUBJECT TO A SECURITY AGREEMENT
FILED WITH THE INTERSTATE COMMERCE COMMISSION

BOCT and CSXT hereby agree to indemnify GE against any liability, loss or expense incurred by it as a result of placing of the aforementioned markings on the Locomotives. If during the term of this Agreement such markings shall at any time be removed, defaced or destroyed, BOCT and CSXT shall immediately cause the same to be restored or replaced.

10. In the event BOCT shall, in violation of its obligations under the Purchase Agreement, fail to accept and pay for the Locomotives upon expiration of this Agreement, GE may, in addition to any other remedies it may have, enter upon the premises of BOCT or CSXT or such other premises where the Locomotives may be and take possession of all or any Locomotives, and thenceforth hold, possess and enjoy the same free from any right of BOCT, CSXT or their successors or assigns. In such event, GE may use the Locomotives for any purposes whatsoever, and may sell and deliver the Locomotives to others upon such terms as GE may see fit in its sole

discretion, it being understood and agreed that BOCT shall remain liable to GE under the Purchase Agreement for: (a) An amount equal to any difference in the price paid by such other parties and the purchase price due from BOCT under the Purchase Agreement, plus: (b) An amount equal to all expenses of GE incident to such sale including, but not limited to, the expenses of withdrawing the Locomotives from the service of BOCT and CSXT providing for the care and custody of the Locomotive, preparing the Locomotives for sale, and selling the Locomotives. BOCT shall pay from time to time upon demand by GE the foregoing amounts.

11. BOCT, CSXT and GE each represent and warrant to the other that:

(a) It is a duly organized and validly existing corporation in good standing under the laws of its state or incorporation, is duly qualified to do business in such jurisdictions as are necessary to carry out the transactions contemplated by this Agreement and has power and authority to own its properties and carry on its business as now conducted;

(b) The execution and delivery of this Agreement is within its corporate authority, has been authorized by proper corporate proceedings and will not contravene any provision of law or of its charter or by-laws nor contravene or constitute a default under the provisions of any agreement or other instrument binding upon it, and this Agreement is a valid and binding obligation of each enforceable, subject to applicable insolvency, bankruptcy or moratorium laws, against each in accordance with its terms;

(c) The rights of GE as herein set forth and the title of GE to the Locomotives are senior to the lien of any mortgage, security agreement or other instrument; and

(d) No governmental authorizations, approvals or exemptions are required for the execution and delivery of this Agreement or for the validity and enforceability hereof or the bailment of the Locomotives hereunder on the terms and conditions provided herein, or, if any such authorizations are required, they have been obtained; if any such shall hereafter be required, they will promptly be obtained.

12. BOCT agrees that the execution by GE of this Agreement or the delivery by GE of the Locomotives as contemplated by this Agreement, shall not relieve BOCT of its obligations to accept, take and pay for the Locomotives at the end of the term hereof, in accordance with the terms of the Purchase Agreement.

13. If BOCT accepts delivery of any Locomotive under this Agreement prior to the time title thereto passes from GE, BOCT's execution of a Certificate of Acceptance in the form of Exhibit A hereto shall constitute inspection of the Locomotive to which it relates for purposes of the Purchase Agreement, and any warranty or other time period set forth in the purchase Agreement shall commence from such date of delivery.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Attest:
[CORPORATE SEAL]

THE BALTIMORE AND OHIO
CHICAGO TERMINAL
RAILROAD COMPANY

R. J. Hochstadt
Assistant Corporate Secretary

By: A. B. Aptin
Treasurer

Attest:
[CORPORATE SEAL]

CSX TRANSPORTATION, INC.

R. J. Hochstadt
Assistant Corporate Secretary

By: A. B. Aptin
Treasurer

Attest:
[CORPORATE SEAL]

GENERAL ELECTRIC COMPANY

W. J. Baughman
Attesting Secretary

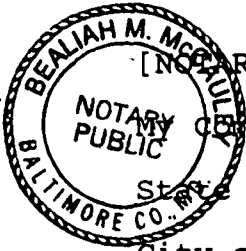
By: J. R. Malone
Manager-North America
Locomotive Marketing
and Sales

State of Maryland)

) SS:

City of Baltimore)

On this 18th day of June, 1991, before me personally appeared A.B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of The Baltimore and Ohio Chicago Terminal Railroad Company, that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

My Commission expires: 11-1-93

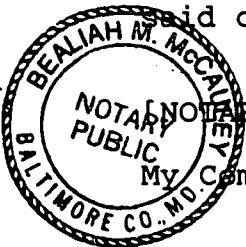
State of Maryland)

) SS:

City of Baltimore)

Bealiah M. McCauley
Notary Public

On this 18th day of June, 1991, before me personally appeared A. B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[NOTARIAL SEAL]

My Commission expires: 11-1-93

Commonwealth of Pennsylvania)

) SS:

County of Erie)

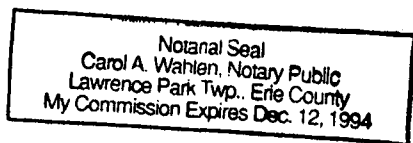
On this 24th day of June, 1991, before me personally appeared J. R. Malone, to me personally known, who, being by me duly sworn, says that he is Mgr. Nat'l & Int'l Mktg. & Sales, of General Electric Company, that the foregoing instrument was executed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bealiah M. McCauley
Notary Public

[NOTARIAL SEAL]

My Commission expires:

Carol A. Wahlen
Notary Public



CERTIFICATE OF ACCEPTANCE

This is to certify that the following equipment covered by that certain Purchase Agreement dated April 3, 1990 (GE's quotation) and October 9, 1990 (CSXT's order) (collectively, the "Purchase Agreement") has been inspected by The Baltimore and Ohio Chicago Terminal Railroad Company, assignee of CSXT's interest in the Purchase Agreement, this _____ day of _____, 1991

Description of Equipment

<u>Number of Units</u>	<u>Description</u>	<u>Road Numbers</u>
	Model Cash 8-40CW 4000 H.P., Six Axle, Six Motor Diesel Electric Locomotives	

THE BALTIMORE AND OHIO CHICAGO
TERMINAL RAILROAD COMPANY

By: A. B. [Signature]
Title: Treasurer

EXHIBIT A